



Town of Capitol Heights

"A unique experience. Discover us!"

TOWN COUNCIL WORK SESSION AGENDA March 27, 2023 7:00PM

Meeting Purpose: Town Council - Work Session Discussion Items		
Date: March 27, 2023	Time: 7:00 PM	Room: Town Hall
Chair: Mayor Linda Monroe		Scribe: Yvette Kidd, Town Clerk

- I. **Call to Order:** – Mayor Linda Monroe
- II. **Roll Call:** Town Clerk, Yvette Kidd
- III. **Meeting Rules** – Town Clerk, Yvette Kidd
- IV. **Approval of the Work session Agenda** – Council – (3 minutes)
- V. **Public Comments** – Agenda or Non agenda items (3 minutes each speaker) 20 minutes or TBD
- VI. **Items for Mayor and Council Discussion**
 - a) London Woods Memorandum of Understanding (MOU) – Final M & C review before signature – 15 minutes
 - b) Eddie Tobias – Contractor - Presentation – 10 minutes
 - c) ARP Update – Presentation – Minerva Phillips, Dezirae Montgomery– 10 minutes
 - d) Business License Discussion Presentation Dezirae Montgomery- (Mr. Eshaan Murad) – 10 minutes
 - e) Parks and Planning funding for community Funding Center/Identify a lot location (Presents Dezirae Montgomery– 10 minutes
 - f) Introduction to Speed Camera Enforcement Program – Presentation Chief Morgan 10 minutes
 - g) The Best use of Council Skill Set. - Mayor Monroe and Council Member Ford

Adjournment to Public Session

TOWN COUNCIL PUBLIC SESSION AGENDA March 27, 2023 – 9:00 PM

Meeting Purpose: Town Council – Public Session		
Date: March 27, 2023	Time: 8:30 PM	Room: Town Hall
Chair: Mayor Linda Monroe		Scribe: Yvette Kidd, Town Clerk

- I. **Call to Order:** Mayor Linda Monroe
- II. **Roll Call:** Town Clerk, Yvette Kidd
- III. **Non-Denominational Prayer** – All
- IV. **Pledge of Allegiance** – All
- V. **Approval of the Public Session Agenda** – Council (3 minutes)
- VI. **Public Comments** – Agenda or Non agenda items
- VII. **Legislative items:**



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TOWN COUNCIL WORK SESSION AGENDA March 27, 2023 7:00PM

Meeting Purpose: Town Council - Work Session Discussion Items		
Date: March 27, 2023	Time: 7:00 PM	Room: Town Hall
Chair: Mayor Linda Monroe		Scribe: Yvette Kidd, Town Clerk

- I. **Call to Order:** – Mayor Linda Monroe
- II. **Roll Call:** Town Clerk, Yvette Kidd
- III. **Meeting Rules** – Town Clerk, Yvette Kidd
- IV. **Approval of the Work session Agenda** – Council – (3 minutes)
- V. **Public Comments** – Agenda or Non agenda items (3 minutes each speaker) 20 minutes or TBD

VI. Items for Mayor and Council Discussion

- a) London Woods Memorandum of Understanding (MOU) – Final M & C review before signature – 15 minutes
- b) Eddie Tobias – Contractor - Presentation – 10 minutes
- c) ARP Update – Presentation – Minerva Phillips, Dezirae Montgomery– 10 minutes
- d) Business License Discussion Presentation Dezirae Montgomery- (Mr. Eshaan Murad) – 10 minutes
- e) Parks and Planning funding for community Funding Center/Identify a lot location (Presents Dezirae Montgomery– 10 minutes
- f) Introduction to Speed Camera Enforcement Program – Presentation Chief Morgan 10 minutes
- g) Add to Personnel Manual

Adjournment to Public Session

TOWN COUNCIL PUBLIC SESSION AGENDA March 27, 2023 – 9:00 PM

Meeting Purpose: Town Council – Public Session		
Date: March 13, 2023	Time: 9:00 PM	Room: Town Hall
Chair: Mayor Linda Monroe		Scribe: Yvette Kidd, Town Clerk

- I. **Call to Order:** Mayor Linda Monroe
- II. **Roll Call:** Town Clerk, Yvette Kidd
- III. **Non-Denominational Prayer** – All
- IV. **Pledge of Allegiance** – All
- V. **Approval of the Public Session Agenda** – Council (3 minutes)
- VI. **Public Comments** – Agenda or Non agenda items
- VII. **Legislative items:**
Contract -Grant Writing- Eddie Tobias



Town of Capitol Heights

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Contract -Grant Writing- Eddie Tobias

Resolution 2023 – 29 - To empower the mayor to work with ATA, to move forward on all action items that are required for town operations.

Resolution 2023 – 30 - Regarding personnel related matters, that aspect will be worked only with HR Specialist and ATA.

Review and approval of minutes for Mayor and Council - meeting of January 23, 2023

VIII. Council Announcements (10 minutes)

IX. Adjournment

Council Reserves the Right to Go into Closed Session Anytime During a Public Meeting.

Council Will Adjourn the Public Session Meeting to Convene in Closed Session to Discuss Personnel

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session the chair will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such closed session.

Meeting Purpose: Town Council – Closed session - Work Session Discussion Items		
Date: March 13, 2023	Time:	Room: Town Hall
Chair: Mayor Linda Monroe		Scribe: Yvette Kidd, Town Clerk

TOWN COUNCIL CLOSED SESSION

March 27, 2023

I. Call to Order

II. Roll Call

III. Executive Session Topic:

- Legal - Regarding to pending case
- Personnel -- FMLA - Staff letter to Mayor and Council - Defined the role of Human Resources Specialist and Acting Town Administrator

IV. Adjournment to Closed Session



ROLLING AGENDA

April, 2023

April 10, 2023

Worksession, Public Session

MNCPPC study of vacant land in the Town - for possible residential development – PSA & TA
MNCPPC staff to be requested to attend to report on next steps

April 24, 2023 Public Session

Budget worksession – Presentation of FY 24 Town Budget to M & C

May, 2023

May 8, 2023

Worksession, Public Session

FY 24 Budget worksession

May 22, 2023 – Public Session

Adoption of FY 24 Budget

Set tax rate, Set trash fee

June, 2023

June 12, 2023

Worksession, Public session

FY 24 Budget Adoption – overflow date

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF CAPITOL HEIGHTS AND
THE LONDON WOODS COMMUNITY ASSOCIATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING, RIGHT-OF-ENTRY AND RESIDENTIAL STREET SERVICE AGREEMENT ("MOU") entered into this ___ day of ___, 2023 by and between The Town of Capitol Heights ("Town") and the London Woods Community Association, Inc. ("Association," "HOA" or "London Woods").

EXPLANATORY STATEMENTS

1. The Association is the governing entity of the townhome community known as London Woods. London Woods is located within the incorporated limits of the Town. The Association is the owner of numerous common areas within London Woods, including, but not limited to, private drives and parking areas (collectively "common areas"). London Woods consists of approximately 647 lots improved by townhomes, the owners of which pay Town real property taxes.
2. The Association desires that the Town provide certain public services and enforce Town laws within London Woods comparable to the services provided to other residential properties in the Town. The Association further desires to give the Town a right-of-entry over the common areas in order to do so. The Town is willing to provide these services and enforce laws within London Woods under the terms and conditions in this MOU. The Town already provides services to public ways such as Denise Drive and Highview Place which are streets within the Association that were previously dedicated to the Town.
3. House Bill 48 enacted in 1995 by the General Assembly of Maryland (now codified) authorizes the governing body of a municipal corporation that provides residential street services to make agreements with the governing body of a qualifying privately owned residential community so that the municipal corporation either: (i) provides residential street service to the community or (ii) reimburses the governing body of the privately owned residential community an amount not to exceed that which would be incurred by the municipal corporation to deliver the residential street service.

4. Under State law, a "private road or driveway" means any way or place that: (1) Is privately owned; and (2) Is used for vehicular travel by its owner and by those having express or implied permission from the owner, but not by other persons.

RECITALS

WHEREAS, the Town is a municipal corporation, which is a body politic and political subdivision of the State of Maryland governed under Article XI-E of the Const. of Md., the Local Government Article of Md. Ann. Code, and the Town Charter; and

WHEREAS, the Association is a homeowner's association of approximately 647 residential townhomes incorporated under the laws of Maryland as a nonstock corporation as further governed by its recorded Declaration, its recorded plats, and Bylaws, in accordance with State law including Title IIB of the Real Property Article of the Md. Ann. Code (known as the "Maryland Homeowners Association Act"), and

WHEREAS, pursuant to Section 602 of the Town Charter, the Town shall have control of all public ways in the Town except such as may be under the jurisdiction of the Maryland State Highway Administration or Prince George's County, and subject to the laws of the State of Maryland and this Charter, the Town may do whatever it deems necessary to establish, operate, and maintain in good condition the public ways of the Town; and

WHEREAS, according to the Attorney General of Maryland, "control" over public ways means control over repairing, cleaning, mending and perfecting the roads, streets and alleys within the local jurisdiction (75 Op. Atty Gen. of Md. 353 (1990)); and

WHEREAS, pursuant to § 21-10 LJ of the TR Art. of Md. Ann. Code, as is the case with any property that is owned by or under the control of the State or any of its political subdivisions, county boards of education, or community colleges and that is open to vehicular traffic and used by the public in general, a person may not drive a motor vehicle in violation of any provision of the rules of the road relating to the driving of vehicles as found in the Maryland Vehicle Law (Title 21) on any private property that is used by the public in general; and

WHEREAS, pursuant to § 21-10A-01 of the TR Art. of Md. Ann. Code, a "parking lot" means a privately owned facility consisting of 3 or more spaces for motor vehicle parking that is: (1) Accessible to the general public; and (2) Intended by the owner of the facility to be used primarily by the owner's customers, clientele, residents, lessees, or guests; and

WHEREAS, in addition to certain State and local provisions as to handicapped spaces or restrictions that may apply to certain private parking lots, Section 21-10A-01 of the TR Art. of Md. Ann. Code does not preclude a political subdivision from exercising any power to adopt local laws or regulations relating to the registration or licensing of persons engaged in, or otherwise regulating in a more stringent manner, the parking, towing or removal, or impounding of vehicles on or along public roadways beyond what is found in the Md. Vehicle Law, the Town police department may not be utilized to enforce private covenants or parking rules and regulations imposed by a community association or private entity upon parking spaces that are restricted to residents, lessees,

1. The Association grants to the Town and its, officials, officers, employees, contractors and agents (collectively "Town") a non-exclusive right-of-entry on, over, under and through the common areas in order to fulfill the purposes and intent of this MOU.

2. The initial term of this MOU is April 1, 2022, through December 31, 2122 (100 years). This MOU shall automatically continue for additional terms of 5 years unless, not less than 180 days before the end of the then current term, the Town or the Association gives written notice to the other terminating this MOU at the end of the then current term.

3. The Town shall exercise the right of entry granted in Paragraph 1 for the following purposes, in the Town's exercise of its reasonable discretion to fulfill its obligations under this MOU:

- a. The removal of snow and ice, and winter weather treatment of surfaces, of common area streets and roadways, in a manner similar to that provided to Town streets and roadways;
- b. Collection and removal of trash, household consumables, yard waste and bulk items, and provision of trash receptacles, in accordance with arrangements for collection and removal of similar items generally applicable to residential properties in the Town;
- c. Maintenance of common area streets and roadways, open for use by the general public including curb, gutter, and asphalt repairs and replacement, in a manner similar to that provided to Town streets and roadways;
- d. Leaf vacuuming and removal services along streets and roadways that are open and used by the general public.
- e. Street cleaning of common area streets and roadways that are open and used by the general public for through traffic.
- f. Law enforcement services, including removal of unlicensed and abandoned vehicles from streets and roadways that are open and used by the general public, in accordance with laws generally applicable to these duties or services. The Town shall not provide parking enforcement services along private streets or roadways or in the private parking spaces regulated pursuant to the HOA's recorded declaration, as amended, and bylaws; however, the Town's police department may otherwise enforce the Maryland Vehicle Law and Town traffic ordinances along all public or private streets or roadways provided the public continues to freely enjoy the right of ingress and egress or general use of said travel ways similar to other public streets that are under the jurisdiction of the Town.
- g. Access through the common areas and privately owned streets and parking lots in order to undertake Town code enforcement activities, including code enforcement activities on residential lots within the Association. Code enforcement activities

of actions pertaining to negligence, gross negligence, and willful misconduct. The Town shall ensure that the Town's Contractor shall carry and maintain, throughout the life of this Agreement general liability insurance of the following amounts: (i) Personal injury liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 aggregate, where insurance aggregate apply; (ii) property damage liability insurance with limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate, where aggregate applies.

7. The HOA further agrees to carry and maintain, throughout the life of this Agreement and for a period of three (3) years thereafter, adequate general liability and regular liability insurance of at least \$500,000 coverage for its common areas, including the private streets and parking lots, and shall further add the Town as an Additional Insured on its applicable insurance policies and provide proof thereof to the Town.

8. Nothing contained in this MOU is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within the Local Government Tort Claims Act (Sec. 5-301 et seq. of C&J Proceed. Art., Md. Ann. Code).

9. This MOU shall inure to the benefit of and be binding upon the Town and the Association, and their respective successors and assigns.

10. This MOU reflects the entire agreement between the Town and the Association and supersedes all prior agreements, understandings, and negotiations regarding the Town's provision of public services to London Woods.

11. The terms of this MOU may not be modified unless mutually agreed upon in writing by the parties.

12. This MOU shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief for the breach or threatened breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the HOA expressly consents to the jurisdiction thereof and waives any right it may otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

IN WITNESS WHEREOF, the Town and the Association, by their respective authorized officers, have signed this MOU as on the date reflected by their signatures.

March 23, 2023

Mayor Linda Monroe
Town of Capitol Heights
1 Capitol Heights Boulevard
Capitol Heights, MD 20743

Invoice for Consulting Services – EddleTobias

Dates	Activities	Time
1/19	Meeting with Beverly Habada and Mayor Linda Monroe to discuss current and planned projects and my role as a Consultant. The discussed projects included the improvements of Old Central Avenue, the development of vacant sites with private developers, development of large sites and the urgent need to increase street lighting.	2.0
1/21	Completed a night tour of the Town to assess the darkness in specific areas and the need to increase street lighting.	1.0
1/23	Telephone conference with Erica Bannerman, Energy Manager, PG County Government regarding available funding for street lighting and securing County support for installation of LED lighting for Capitol Heights. She indicated that there were no County funds available and referred me to Mr. Tony Ruffin.	.25
1/23	Telephone conference with Mr. Tony Ruffin, Pepco's Municipal Liaison, regarding the LED conversion process, funding and obtaining design assistance. He indicated that no funding was currently available and that meetings had been previously scheduled with municipalities to discuss purchasing Pepco poles. He referred me to Mr. Alberto Zegada, PEPCO's municipal liaison.	.50
1/23	Submitted email to Alberto Zegada, Senior External Affairs Specialist, to request technical assistance on the implementation process, identifying available grants, project design and obtaining cost estimates on the LED conversion process (copied mayor and city administrator).	.50
1/23	Telephone conference with Mr. Zegada to inform him of the urgency of converting street lighting to dusk to dawn LED lighting, the cost and the estimated time frame. Mr. Zegada indicated that he would arrange a zoom meeting with technicians to start the process.	.25
1/23	Reviewed the Maryland Energy Commission's website to identify sources of funding. Read the Streetlighting and Outdoor Efficiency (SOLE) Program FY 23 Grant Program. The grant can be used to defray the cost of replacing pole-mounted lighting fixtures.	1.0
1/23	Telephone conference with the city administrator to discuss implementation strategy and potential funding sources for the Street Lighting LED Conversion Project. The strategy will involve oral and written presentations to the Area Planner, Director of Sustainable Communities, Chief of the Planning Board, County Councilmember and County Executive to garner a wide base of support and to request funding. We discussed potential funding sources (Legacy Funding, HUD discretionary funding, American Rescue Funding, reprogramming of existing funding, CDBG and an unsolicited proposal to the governor). Additionally, we discussed the need to undertake research (MML, COG, Urban Land Institute, ICMA, etc.) to determine how other municipalities funded street lighting projects.	.50
2/7	Telephone Conference with Alberto Zegada regarding zoom conference call scheduled for February 17 th . Discussed the need for grant funding and informed him that a murder had occurred in the City. Requested that Pepco accord the LED conversion project a high priority.	.25

1/19 meeting with Beverly Habada and Mayor Linda Monroe to discuss current and planned projects and my role as a consultant. The discussed projects included the improvements of Old Central Avenue, the development of vacant sites with private developers, development of large sites and the urgent need to increase street lighting. 2.0

1/21 Completed a night tour of the town to assess the darkness in specific areas and the need for new lights. 1.0

1/23 Telephone conference with Erica Bannerman, Energy Manager PG County Government regarding available funding for street lighting and securing county support for installation of LED lighting for Capitol Heights. She indicated that there were no county funds available and referred me to Mr. Tony Ruffin. .25

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1/23 Telephone conference with the city administrator to discuss implementation strategy and potential funding sources for the Street Lighting LED Conversion Project. The strategy will involve oral and written presentations to the Area Planner, Director of Sustainable Communities, Chief of the Planning Board, county councilmember and County Executive to garner a wide base of support and to request funding. We discussed potential funding sources (Legacy Funding, HUD discretionary funding, American Rescue Funding, reprogramming of existing funding, CDBG and a unsolicited proposal to the governor). Additionally, we discussed the need to undertake research (MML, COG, Urban Land Institute, ICMA, etc.) to determine how other municipalities funded street lighting projects. 50

2/7 Telephone Conference with Alberto Zegada regarding zoom conference call scheduled for February 17th, the need for grant funding, to inform that a murder had occurred in the city and to request that Pepco accord the LED conversion project a high priority. . 25

2/17 telephone zoom meeting with staff of Pepco and City Administrator to discuss the following Agenda items: Street Light Data, Applicable Fees and Implementation Process and Timeline. process. I informed the staff that mercury vapor lighting had been banned by federal law and requested grant assistance or waiver of cost. No grant funding is available from Pepco. 1.0

2/17 Telephone conference with Beverly Habada regarding meeting with Pepco, developing funding strategy, identifying the number of lights on roads maintained by the state and roads maintained by the county, identifying the number of new fixtures that are required and preparing requests to county and state for LED conversion on their respective maintained roads. .50

2/17/2023 telephone conference with Mr. Zegada to clarify several talking points related to to the meeting and to obtain copy of meeting minutes in order to distribute to the council. .25

AGREEMENT FOR CONSULTANT SERVICES

This Agreement consisting of Sections 1-15 and Attachment I, Scope of Services (hereinafter referred to as the "Contract") is made and entered into this ____ day of _____, 2023 by and between Eddie Tobias (the "Contractor") and The Town of Capitol Heights, MD. (the "Town").

The parties do mutually agree as follows:

Section 1. STATEMENT OF WORK

Contractor shall be an independent contractor for the Town of Capitol Heights and no employment relationship shall exist between the Town and Contractor. The Contractor shall perform work in accordance with the Scope of Services shown in Attachment I.

Section 2 PERIOD OF PERFORMANCE

The period of performance shall start on the date of execution of this contract and shall terminate at the end of the allotment of hours worked. The Town and the Contractor agree that the total number of hours worked shall not exceed (266) two hundred and sixty-six, unless amended by the Parties.

Section 3 COMPENSATION AND METHOD OF PAYMENT

- a. Payment to the Contractor shall be on a time and materials basis. Contractor shall be paid the fixed hourly rate of seventy-five dollars (\$75) per hour. Contractor will also be reimbursed for reasonable expenses related to work, including parking fees, copying, mileage reimbursement, and other expenses that may be approved by the Town based on receipts submitted by Contractor. Contractor is not considered as an employee of the Town but as an independent contractor liable for payment of its taxes on business income. Contractor neither seeks or will be awarded any benefits such as health or life insurance, holidays or the accumulation of leave, sick or holiday.
- b. Contractor may submit invoices and receipts no more frequently than twice a month. The invoice shall show the contract number as applicable and shall be accompanied with identification of the work item and an accounting of the hours or fractions of an hour billed for a specific work item.
- c. The Town agrees to pay Contractor within seven (7) calendar days after receipt of the Contractor's invoices and twenty (20) calendar days after receiving receipts.
- d. A retainer fee of \$5,000 shall be paid at contract signing; against which Contractor will bill the first 66 hours through invoice set forth in Section 3 b. above. Contractor will invoice in accordance with Section 3 thereafter.

Written notices to either party shall be sent to the addresses listed below. To the Town, the notice shall go to:

Beverly Habada, Town Administrator
Town of Capitol Heights
1 Capitol Heights Boulevard
Capitol Heights, MD. 20743
Phone: 301-336-0626
Email: BHabada@capitolheightsmd.com

If to the Contractor, the notice shall go to:

Eddie Tobias, Contractor
9511 Fort Foote Road
Fort Washington, MD 20744
Phone: 301 892-0204
Email: eddietobias@aol.com

Section 13. COVENANT AGAINST CONTINGENT FEES

The contractors warrant that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Town right to terminate this contract.

Section 14. JURISDICTION

This contract shall be governed by the laws of the State of Maryland.

Section 15. SEVERABILITY

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under the laws of the State, County or jurisdiction where performed, such contravention or invalidity shall not invalidate the whole agreement, but the contract shall be construed as if not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 16. RELEASE AND INDEMNIFICATION

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Capitol Heights, MD. 20743
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If to the Contractor, the notice shall go to:

Eddie Tobias, Contractor
9511 Fort Foote Road
Fort Washington, MD 20744
Phone: 301 892-0204
Email: eddietobias@aol.com

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This contract shall be governed by the laws of the State of Maryland.

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Section 16. RELEASE AND INDEMNIFICATION



COMMUNITY POLICING

TOWN OF CAPITOL HEIGHTS

POLICE DEPARTMENT

401 Capitol Heights Boulevard, Capitol Heights, MD 20743
Phone: (301) 420-2444 Fax: (301) 420-3187



CAPITOL HEIGHTS POLICE DEPARTMENT

To: The Mayor and Council of the Town of Capitol Heights

Ref: Selection of Speed Camera Enforcement Vendor

Purpose:

The purpose of this memoranda is to provide the Mayor and Council with the finding of our speed camera research. The Town of Capitol Heights has had a speed camera enforcement program for over 10 years. The most recent vendor ReKor was with the town for approximately six years. They announced in December 2022 that they would no longer be providing speed camera services as a business model, and would be ending their contract with the Town of Capitol Heights.

We were given notice in September of 2022, that ReKor is discontinuing the speed camera services within their business, however, we were not informed about the actual date of discontinuation. As a result of that information, several contacts were made with different municipal police departments to survey what speed camera vendors were available, and how they felt about their speed camera vendor.

Once I was able to determine what companies were providing speed camera enforcement services, I create a list of companies and invited them to submit a proposal to service the Town of Capitol Heights. It is important to note that there are less than six companies nationally that provide speed camera enforcement services and most of them are not based in the State of Maryland.

I also create a small team to assist with screening data on issues such as customer service, processing of citations, collections and equipment updates. There were only three vendors that responded to my invite and they submitted proposals to the Town of Capitol Heights for speed camera photo enforcement and red-light camera services. Those companies are:

- Altumint, Inc
- RedSpeed USA LLC
- Sensys Gatso USA, Inc.

Background:

The speed camera program is intended to enhance public safety by targeting speeding motorists and drivers who create danger to pedestrians. It also intended to generate revenue for public safety initiatives within the town. Vendors were asked to submit comprehensive proposals that clearly identifies their cost, services, and how they will partner up with the police department to protect the community from speeding motorists.

After an extensive review of all proposals, interviews with several municipal police chiefs in Prince George's County with speed camera programs and references checks of the vendors under consideration, my team has concluded that "RedSpeed USA LLC was the best choice for the town. Factors used to evaluate proposals included:

- Clear and detail pricing
- Reference checks
- Truthfulness in billing and processing of citations.
- Customer service for both the motorist and Town of Capitol Heights.
- Collection ratio once all cost were identified.
- Updating of equipment

The speed camera enforcement program is based on a split of cost of each citation. There is no upfront cost to the Town of Capitol Heights or monthly cost to the tax payers. Based on my research, most the speed enforcement agreements are based on an approximately 60/40 split.

In many agreements between the vendor and customer, the breakdown for customer and vendor provides that the vendor receives approximately 40 percent of the citation cost and customer receive approximately 60 percent of the citation fee.

Some of my interviews with Municipal Chiefs revealed a troubling issue of hidden charges and fees on each citation by as much as \$10.00 each. Several Chiefs also identified hidden lookup fees on citations whether or not they were processed to be sent out to the violator. This hidden fees added up to thousands of dollars of lost revenue to the customers.

Other issues we investigated included failing to process citation in the required timelines for the date of enforcement. The vendor must process the citation within a prescribed timeline or the citation would be voided. One Municipality lost nearly \$400,000.00 in one year because of this issue.

As the certified speed camera enforcement coordinator for the Town of Capitol Heights I was very disappointed with our last vendor, the program generated less than \$50,000.00 for 2022. Their service was very poor and they were not truthful with us about their intentions until the last minute.



COMMUNITY POLICING

TOWN OF CAPITOL HEIGHTS

POLICE DEPARTMENT

401 Capitol Heights Boulevard, Capitol Heights, MD 20743
Phone: (301) 420-2444 Fax: (301) 420-3187



CAPITOL HEIGHTS POLICE DEPARTMENT

After an extensive review of all three proposals, interviews with their customers and traffic surveys in the town, we determined that the best company for the town would be RedSpeed USA LLC.

Their fee schedule was clear and unambiguous, the customer service feedback was very good and interviews agencies that used their service was very positive. The other companies did not do well primarily with fees and customer service.

Citations that have not been collected or processed for service are not charged to the town. All fees are based on actual citations being processed to go out to violators. That was not the case with the other vendors who submitted proposals. RedSpeed USA LLC provided a comprehensive proposal for both speed cameras and red-light cameras and is prepared to come before the Mayor and Council to present themselves and business model.

I am submitting this report to the Mayor and Council for the purpose of providing insight and a formal recommendation that the Mayor and Council consider selecting RedSpeed USA LLC as the next speed enforcement vendor for the town. This company is a leader in this space as well as Artificial Intelligence "AI" with network camera systems.

Conclusion:

I believe that RedSpeed USA LLC is the best vendor at this time for the town and would be a good partner. They are expected to enhance the level of speed enforcement in the town and play a major role in protecting the citizens of the town.

Respectfully Submitted;

Darryl Morgan
Chief of Police
Town of Capitol Heights

CC: file



**AGREEMENT BETWEEN REDSPEED MARYLAND, LLC
AND THE TOWN OF CAPITOL HEIGHTS FOR
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Automated Traffic Law Enforcement System Agreement (hereinafter referred to as "Agreement") is made as of this _____ day of _____ 2022 by and between RedSpeed Maryland, LLC ("RedSpeed"), and the Town of Capitol Heights, a Maryland municipal corporation, (hereinafter referred to as the "Municipality").

RECITALS

WHEREAS, RedSpeed is in the business of providing an implementary automated traffic law enforcement system and the collection of any citations issues pursuant thereto;

WHEREAS, the Municipality desires to engage the services of RedSpeed to provide equipment cameras hardware, software and technicians to identify and enforce violations of the traffic control signals {Red light violations only} within the Municipality.

WHEREAS, the Municipality and RedSpeed desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain intersections within the Municipality pursuant to this Agreement.

WHEREAS, on 8th of DECEMBER 2021 the Corporate Authorities of the Municipality adopted Resolution (No. _____), authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Municipality and RedSpeed agrees as follows:

1. **Recitals.** All recitals set forth above shall be deemed a part of this Agreement.
2. **Services Provided.** RedSpeed shall provide an automated traffic law enforcement system and program to the Municipality by:
 - a. Installing, at designed Intersections (Exhibit "A" attached hereto and incorporated and in the Municipality automated traffic law enforcement systems);
 - b. Maintenance as set forth in Exhibit "A"; and
 - c. The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any the proposed change would have on the pricing of this Agreement. Following the Municipality's receipt of the new pricing, the Parties may negotiate to implement the proposed

change, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed change. If the Municipality and RedSpeed fail to reach an agreement with respect to a proposed change it shall not be deemed to be a breach of this Agreement, and the terms of this Agreement shall remain intact.

d. Upon RedSpeed's receipt of a written request from the Municipality at least fourteen (14) calendar days in advance of a hearing, RedSpeed shall provide expert witnesses that can meet the criteria for qualification under Maryland and federal evidentiary law, for use by the Municipality in prosecuting Infractions, before the Municipalities' hearing officer, or in any Court of competent jurisdiction, at no cost to the Municipality. This shall include, but not be limited to, any hearing at which the Municipality is required to demonstrate the validity of the program.

3. **Term.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the installation date ("Installation Date"). This Agreement shall be automatically renewed for two (2) additional consecutive and automatic two (2) year periods following the expiration of the initial five (5) year term (the "Extended Term"). The Town may, in its sole discretion, decline to automatically renew this Agreement by providing written notice to RedSpeed that it shall not renew this Agreement not less than sixty (60) days prior to the last day of the initial term or any Extended Term.

4. **Compensation.** Compensation as set forth in Exhibit "B".

5. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, without cause, with Thirty (30) days written notice to the other Party.
- b. Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) the Maryland Statutes are amended to prohibit or substantially change the operation of automated traffic law enforcement systems, as defined in the Maryland Vehicle Code; or (ii) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from RedSpeed's automated traffic law enforcement systems are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within thirty (30) calendar days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach; or (iv) if part or all of the instant agreement becomes invalid under federal, state, county or municipal law or regulation. For the purposes of this paragraph, the failure by RedSpeed to adhere to the instructions provided by Municipality in the administration of the Automated Traffic Law Enforcement system shall be considered a material breach.

- c. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination.
- d. The Municipality shall immediately cease using the Automated Traffic Law Enforcement system provided pursuant to this Agreement, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to RedSpeed for services performed prior to the termination.
- e. RedSpeed shall remove any and all Equipment, hardware and software RedSpeed installed in connection with RedSpeed's performance of its obligations under this Agreement, and shall restore the Designated Intersections to substantially the same condition they were in prior to this Agreement.
- f. Notwithstanding termination, the following shall survive the termination of this Agreement:
 - i. Reservation of Rights, Representations and Warranties of RedSpeed;
 - ii. Representations and Warranties of Municipality;
 - iii. Limited Warranties;
 - iv. Confidentiality;
 - v. Indemnification;
 - vi. Dispute Resolution;
 - vii. Assignment;
 - viii. Applicable Law;
 - ix. Injunctive Relief; and
 - x. Jurisdiction and Venue;

As the Parties acknowledge they must survive to give effect to the provisions of this Agreement.

- g. The parties recognize and acknowledge that the Automated Traffic Law Enforcement system contemplated herein may be subject to legal challenge and/or judicial review. It is understood and acknowledged that various aspects of the program may be challenged. In the event that a legal challenge is successful and the program is found invalid, either Party may elect to terminate this instant agreement. In the event a court of competent jurisdiction determines that the program, or a program substantially similar to the Municipalities' program is

invalid, the Parties will consult with one another to determine whether any appellate relief is available, and if so, whether pursuing such relief is in the best interests of the Parties. The final determination as to whether appellate relief is sought to a higher tribunal shall be within the sole discretion of the Municipality.

6. License.

- a. Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations processing Agreement that the parties intend to enter into, and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.
- b. The Municipality hereby acknowledges and agrees that RedSpeed has represented to Municipality that it is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by RedSpeed, the name RedSpeed, the mark and any and all Intellectual Property arising from or relating to the System. Municipality has made no independent attempt to verify RedSpeed's claims.
- c. The Municipality hereby covenants and agrees that it shall not make any modifications to the Automated Traffic Law Enforcement System provided by RedSpeed, alter, remove or tamper with any RedSpeed trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of RedSpeed, or perform any type of reverse engineering to the RedSpeed Automated Traffic Law Enforcement System.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing application to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent application for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. **LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDSPEED MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDSPEED DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE REDSPEED PHOTO AUTOMATED TRAFFIC LAW ENFORCEMENT MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDSPEED SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

8. **Representations.**

RedSpeed Representations and Warranties.

- a. RedSpeed hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation and operation of the RedSpeed Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications provided to RedSpeed.

Municipality Representations.

- a. The Municipality hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution or ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

9. **Confidentiality.** During the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party.

Each Party shall not disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information.

10. **Indemnification and Liability.**

a. Municipality hereby agrees to defend and indemnify and hold harmless RedSpeed, its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment and installers) ("RedSpeed parties"), or any of them against, and to protect, save and keep harmless RedSpeed from, and to pay on behalf of or reimburse RedSpeed as and when incurred for, any and all Losses which may be imposed on or incurred by RedSpeed or equipment provided and/or installed by RedSpeed arising out of or in any way related to:

- i. any material misrepresentation, inaccuracy or breach of any covenant, warranty or misrepresentation of the Municipality contained in this Agreement;
- ii. the willful misconduct of the Municipality, its employees, contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Party;
- iii. any claim, action or demand challenging the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System provided by RedSpeed.

b. RedSpeed hereby agrees to defend and indemnify and hold harmless the Municipality, and Municipality Parties ("Municipality Parties" include elected and appointed officials, attorney an employees) and agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising outof or related to:

- i. any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of RedSpeed contained in this Agreement;
- ii. the willful misconduct of RedSpeed, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Municipality or any of its agents; or
- iii. any claim, action or demand not caused by the Municipality's failure to perform its obligations under this Agreement.

c. In addition, RedSpeed agrees that it has a duty to defend the Municipality and Municipality Parties and the automated traffic law enforcement system if the Municipality and/or Municipality Parties are sued in relation to the automated traffic law enforcement system.

d. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

e. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnification is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnification is being sought shall have the right to participate in the defense at its sole expense.

f. The Parties further agree that in the event a legal challenge to the Program is successful and damages are awarded against the Municipality and/or RedSpeed commensurate with the receipts received by each party, each party is responsible for the payment of its own receipts. By way of example, if the Municipality is sued, the Municipality would only be liable for the repayment of those receipts it has retained, while RedSpeed would be responsible for those which it retained.

12. Notices.

Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

- a. **Notices to RedSpeed:**
RedSpeed Maryland, LLC
Attn. Robert Liberman, Manager
400 Eisenhower Lane North
Lombard, IL 60148

With a copy to:

- b. **Notices to the Municipality:**
Town of Capitol Heights
1 Capitol Heights Boulevard
Capitol Heights, MD 20743

13. Relationship between RedSpeed and the Municipality.

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between parties, but instead payment for services rendered, as set forth in paragraph 4 above.

14. Assignment.

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that the Municipality hereby acknowledges and agrees that delivery and performance of RedSpeed's rights pursuant to this Agreement shall require a significant investment by RedSpeed, and that in order to finance such investment, RedSpeed may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. The Municipality hereby agrees that RedSpeed shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without the Municipality's prior written approval. The Municipality further acknowledges and agrees that in the event that RedSpeed provides any such acknowledgment or consent to Municipality for execution, and in the event that the Municipality fails to execute and deliver such acknowledgment or consent back to RedSpeed within twenty-one (21) calendar days after its receipt of such request from RedSpeed to execute such acknowledgment or consent, the Municipality shall be deemed to have consented to and approved such acknowledgment or consent and RedSpeed is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of Municipality and deliver such document to its financial institution.

15. Injunctive Relief; Specific Performance.

The Parties hereby agree and acknowledge that a breach of License, Restricted Use Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

16. Audit.

Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three business hours prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment payable by the pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by refund to the amount of the excess shall be promptly paid. Each Party shall solely pay the expenses for any audit they request.

17. Force Majeure.

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. Public Records.

Records subject to the provisions of Public Records Law, Maryland Statutes Title 10, Subtitle 6 of SG Art. of State Code and Title 4 of GP Art. of State Code, shall be kept and maintained in accordance with such Statute. Red Speed acknowledges that records and books, not subject to exemption under Subtitle 3 of GP Art., may be disclosed and/or produced to third parties by the Town in accordance with requests submitted under Subtitle 2 of GP Art. or court orders without penalty or reprisal to the Town for such disclosure and/or production. Red Speed also agrees to assert, in good faith, any relevant exemptions provided for under Subtitle 3 of GP Art. for records in its possession on behalf of the Town. Furthermore, Red Speed agrees to comply with the provisions outlined in said provisions of the Maryland Statutes, the requirements of which are incorporated by reference herein.

19. Miscellaneous.

a. Definitions.

In this Agreement, the words and phrases below shall have the following meanings:

- **"Authorized Officer"** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator or such other individual(s) as the Municipality shall designate to review Violations and to authorize the Issuance of Citations.
- **"Cause"** as used at Paragraph 5a of this Agreement shall mean:
 - (a) The material breach by RedSpeed, its employees or agents, of any of the provisions hereof on RedSpeed's part to be kept, maintained or performed.
- **"Confidential or Private Information"** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.

- **“Designated Intersection”** means the Intersections set forth in Exhibit A attached hereto, and such additional Intersections as RedSpeed and the Municipality shall mutually agree from time to time.
- **“Enforcement Documentation”** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Maryland Vehicle Code, and by (Town/Village) ordinance a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
 - **“Equipment”** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, housings, radar units, and poles.
 - **“Fine”** means monetary sums assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
 - **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- xii. **“Installation Date of the Automated Traffic Law Enforcement System”** means the date on which RedSpeed completes the construction and installation of at least one (1) Intersection in accordance with the terms of this Agreement so that such Intersection is operational for the purposes of functioning with the Automated Traffic Law Enforcement System Program.

- xiii. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.
- xiv. **“Intersection”** means a conduit of travel (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by RedSpeed for the purposes of facilitating Automated Traffic Law Enforcement System by the Municipality.
- **“Operational Period”** means the period of time during the Term, commencing on the Installation Date, during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
- **“Person”** means natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- **“RedSpeed Marks”** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to Automated Traffic Law Enforcement System at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.
- **“Automated Traffic Law Enforcement System”** means, collectively, all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, and products, software and other tangible and intangible property relating including but not limited to the process

by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for automated Traffic law enforcement.

b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.

c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.

d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable, in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

e. **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.

h. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this



Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Maryland.

l. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Maryland located in the County the Municipality resides, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

“Municipality”

“RedSpeed”

TOWN OF CAPITOL HEIGHTS

REDSPEED MARYLAND, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

Designated Intersections

RedSpeed and the Municipality will mutually agree upon the Identification of enforced intersection which agreement will be based on community safety and traffic needs as warranted.

- Location 1
- Location 2
- Etc

Construction and Installation

RedSpeed will have designated intersection installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

The Municipality may assist with providing timely approval of Municipality permit requests. The Municipality may provide Town engineers to review of RedSpeed permit requests and all documentation and said review should be within five (5) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes within two business days.

Further RedSpeed shall provide training for up to twenty (20) personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

Maintenance

All repair and maintenance of the Automated Traffic Law Enforcement System shall be the sole responsibility of RedSpeed.

EXHIBIT "B"

Compensation

The Parties agree that all citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality the gross balance of all payments it collects for the Municipality on a weekly basis.

RedSpeed shall remit to the Municipality a monthly invoice detailing the compensation due to RedSpeed as determined below:

1. A monthly fee of **\$3,950.00** per each operational Camera from One (1) to (9) Cameras,
2. The monthly camera fee will be reduced to \$3,750 per camera when operational cameras exceed (10) or more.
 - License Plate Recognition Module (Optional): **\$199.00** per month per Camera
 - \$4 per certified mailing (no receipt)
 - A **\$125.00 credit** shall be given to the Municipality for every day the camera is inactive due to vandalism, road sensor damage and equipment malfunction.
 - If the reason for the camera inactivity is due to electricity from the Town to the intersection being non-operational and/or non-operational traffic control signals, no credit shall be given.
3. Payment of the total monthly camera fees, less any applicable credits, shall be due and payable to RedSpeed by the Municipality within 14 business days of receipt.
4. Compensation has been agreed upon based on the following assumptions:
 - Collection of delinquent payments for violations where a Uniform Traffic Citation (UTC) has been issued and mailed, will be the sole responsibility and expense of the Municipality.
 - RedSpeed will be able to utilize existing conduit for installation where space is available, at no cost to RedSpeed.
 - If no existing conduit is available for installation, all expenses associated with the installation / construction of required conduit shall be the sole responsibility of RedSpeed.

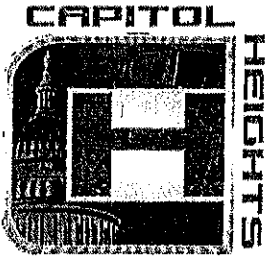


- All necessary electrical and high-speed internet services to the Designated Intersections will be the sole responsibility and expense of RedSpeed.
- RedSpeed will be able to utilize existing Internet connections at the Municipality's Police Department and other locations where RedCheck (web-based back-office processing software) will be installed and utilized.
- RedSpeed will be responsible for installation and maintenance of a high-speed Internet connection at each designated intersection approach.

Cost Neutrality: Notwithstanding any other provisions of this Agreement to the contrary, if any invoice for compensation owed to RedSpeed by the Municipality exceeds the cash amount collected by the Municipality through the collection of Red-Light Citations, the balance owed to RedSpeed shall be carried over and paid by the Municipality in the following or subsequent months.

If at the end of the Municipality's fiscal year commencing October 1 – September 30 an unpaid balance to RedSpeed remains, this balance shall be zeroed out by RedSpeed and the Municipality shall commence the new fiscal year with a zero balance. Balances owed to RedSpeed may not be withheld retroactively from previous months.

Cost Neutrality is assured to Municipality as the Municipality shall never be required to pay RedSpeed more than the amount of actual cash received.



Introduced and Read on: _____

Read and Adoption: _____

**THE TOWN OF CAPITOL HEIGHTS
RESOLUTION 2023-29**

Introduced by: Councilmember LaTonya Chew

**A RESOLUTION AUTHORIZING THE MAYOR TO WORK WITH THE ACTING
TOWN ADMINISTRATOR TO ADVANCE THE TOWN'S OPERATIONS**

EXPLANATORY STATEMENT: The Town Charter empowers the Mayor and Council to employ such persons and to exercise such powers and duties it deems necessary and convenient for the good government of the Town. Given that the Town is operating with an Acting Town Administrator and is actively searching for a permanent Town Administrator, the Town Council determined that it is in the best interest of the Town that the Mayor work with the Acting Town Administrator with the management and administration of all departments, offices and agencies of the Town.

WHEREAS, the Town Charter vests all legislative power in the Mayor and Council; and

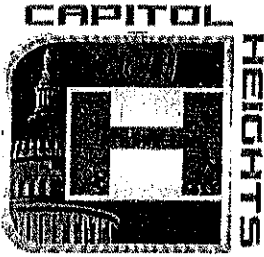
WHEREAS, the Mayor and Council find that it is in the best interest of the Town that the Mayor work with the Acting Town Administrator regarding the management and administration of all departments, offices and agencies of the Town.

**NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF
THE INCORPORATED TOWN OF CAPITOL HEIGHTS,** as follows:

1. The Mayor is hereby authorized to work with the Acting Town Administrator to provide the necessary support and direction to continue the Town's operations.
2. The Mayor is hereby given all authority and autonomy to coordinate with the Acting Town Administrator to achieve the Town's goals and objectives.
3. All actions taken under this resolution shall be reported to the Town Council at its regularly scheduled meetings.
4. This Resolution shall expire upon the hiring of a permanent Town Administrator, or upon it being rescinded by Resolution of the Town Council.

AND BE IT FURTHER RESOLVED AND ORDERED that this Resolution shall take effect immediately.

PASSED this _____ Day of _____ 2023.



Introduced and Read on: _____

Read and Adoption: _____

**THE TOWN OF CAPITOL HEIGHTS
RESOLUTION 2023-30**

Introduced by: Councilmember Faith T. Ford

**A RESOLUTION PROHIBITING THE MAYOR FROM WORKING WITH THE
ACTING TOWN ADMINISTRATOR AND HUMAN RESOURCES SPECIALIST
REGARDING PERSONEL MATTERS**

EXPLANATORY STATEMENT: The Town Charter empowers the Mayor and Council to employ such persons and to exercise such powers and duties it deems necessary and convenient for the good government of the Town. Given that the Town is operating with an Acting Town Administrator and is actively searching for a permanent Town Administrator, the Town Council determined that it is in the best interest of the Town that the Acting Town Administrator work solely with the Town's Human Resources Specialist regarding the Town's personnel matters.

WHEREAS, the Town Charter vests all legislative power in the Mayor and Council; and

WHEREAS, the Mayor and Council find that it is in the best interest of the Town that the Acting Town Administrator work solely with the Human Resources Specialist regarding personnel matters of all departments, offices and agencies of the Town.

**NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF
THE INCORPORATED TOWN OF CAPITOL HEIGHTS,** as follows:

1. The Mayor is hereby prohibited from working with the Acting Town Administrator and Human Resources Specialist to achieve the Town's human resources goals and objectives, and may not coordinate those efforts unless directed by the Town Council.
2. The Acting Town Administrator is hereby given all authority and autonomy to coordinate with the Human Resources Specialist to achieve the Town's personnel goals and objectives.
3. All actions taken under this resolution shall be reported to the Town Council at its regularly scheduled meetings.
4. This Resolution shall expire upon the hiring of a permanent Town Administrator, or upon it being rescinded by Resolution of the Town Council.

AND BE IT FURTHER RESOLVED AND ORDERED that this Resolution shall take effect immediately

PASSED this _____ Day of _____ 2023.

MAYOR & COUNCIL
PUBLIC SESSION MEETING MINUTES
IN-PERSON MEETING @ 7PM

TYPE DATE HERE: January 23, 2023

Meeting Purpose:		
Date: 01-23-23		Room: Council Chambers
Chair: Mayor Linda Monroe		Scribe: Town Clerk Yvette Kidd

I. Call to Order: – Mayor Monroe called the meeting to order @ 7:01pm

II. Roll Call:

Present: Mayor Linda Monroe, Council Member Latonya Chew, Amanda Anderson, Faith Ford, Anita Anderson, MPT Ronald William, Victor L. James, Sr. Arrived @ 7:06 pm

Absent: None

Staff: Beverly Habada, Town Administrator, Yvette Kidd, Town Clerk, Minerva Phillips, Finance Clerk, Jayden Ford, Admin. Support, Dezirae Montgomery, Property Standard Admin., Chief of Police, Darryl Morgan

Residence and guest: Jonathan Mitchum, David Weeks, Michael Jones, Abdul Rahimi, Eshaan Murad

III. Non-denominational prayer - Moment of silent prayer – All

IV. Pledge of Allegiance – All

V. Reading meeting of the Rules – TA Habada

VI. Approval of the Public Session Agenda –Motioned by Council Member Chew and seconded by Mayor Pro-Tem Williams. CM Chew to add date of Budget Review, Staff Reports and Closed Session to discuss the annual evaluation of the Town Administrator. The motion carried and was unanimously approved by the Town Council.

Roll Call Vote:

- CM Amanda Anderson Yes
- CM Anita Anderson Yes
- CM Chew Yes
- CM Ford Yes
- MPT Williams Yes

Motion carried – yes votes have it

VII. Review of 12/05/22 minutes for approval vote – TA Habada requested CM Chew to elaborate on section IX paragraph 2 comments (due to the recording not being clear). CM Chew was unable to recall her comments at that time and stated she would get back to TA Habada. Revisit.

VIII. Public Comment – Agenda or Non agenda:

Michael Jones is requesting clarity as to why it is taking so long for applications to be dispatched to the bank. He stated he has been receiving nothing, but conflicting information and it has been two years.

Dezirae Montgomery advised Mr. Jones of her responsibilities and suggested that he directed his concerns to the Financial Clerk Minerva Phillips. Mayor Monroe stated that program has not been around for two years, and explained how the stimulus money is dispersed and assured Mr. Jones that they are aggressively working on it.

TA Habada informed all that Financial Clerk Minerva Phillips is absent due to illness. She also stated that the finance department is working alongside the bank to assure all things are aligned and secured.

- Former CM Akers shared her experience as a taxpayer by explaining how confusing it is to understand how the ARP system works. However, she is concerned that there are too many hands in the pot when it comes down to receiving accurate information about disbursing dates of the checks. Former CM Akers would like to know Dezirae Montgomery's title and is requesting the attendance of Financial Clerk Minerva Phillips (at the next meeting).
- David Weeks Suggest to better keep the residents informed and/or updated of the ARP news that there should be texts sent out on a weekly basis.

Mayor Monroe states it won't be a grocery store but a step up from a 7-Eleven convenience store. Mr. Murad states he needs to start selling what he can and will eventually turn into market but as for now, he will only sell cookies, candies, soda, and cigarette products.

CM Chew – asked if Mr. Murad will be selling paraphernalia, hookah and/or tobacco, and weapons or vapors products? Mr. Murad stated only cigarette products and that he was told he was unable to sell any of the other paraphernalia tools and reiterated his plans are to follow the towns rules and guidelines and only plan to sell what he is allowed to sell. CM Chew asked due to the additional space, do you plan on sub leasing the space that is not being use? Mr. Murad replied, “No”.

CM Ford – commented on how it would have been nice to have the convenience of a market in the town, but he wanted to know how soon it would be before the Market would get established. Mr. Murad answered 6 months to a year depending on how lucrative the business is before decided whether it would be best to stay or move forward. CM Ford Stated concerns about making money on products such as tobacco and unhealthy snacks that would not uplift the town. He's also concern that is Mr. Murad is unable to get a market established that would be a lost for the town. He believes a market would be more favorable.

MPT Williams – inquired what items would the convenience store be selling and asked for an example and would it be healthy. Mr. Murad stated the store would service residents very similar to a 7eleven.

CM Anita Anderson – asked Out of the 10 percent of tobacco products, what does that entail? What will you be selling, and will the bright lights be put up like the tobacco stores? Mr. Murad responded by saying, he plans to follow and stay within the town's rules, and he has no plans on having up bright lights. CM Anita Anderson ask if there would be alcohol sold at his store Mr. Murad said “No”.

CM James stated that while viewing the memorandum he noticed that there will be tobacco products sold in the store and he is totally against these products in the community. He expressed concerns that there are already too many of those types of stores popping up everywhere but specifically in communities such as ours. He stated that he has hopes that this business will be true and sell the more positive products i.e., food products and not paraphernalia products.

CM Amanda Anderson asked since Mr. Murad plans are to open his store for 24 hours, does he have plans on providing 24 hr. security and keeping the community and premises safe. She stated it is important that you, your staff as well as the residents be safe by keeping all criminal activity down. Mr. Murad stated that he will have a window service, also stated his plans are to start out staying open until 12am midnight.

CM Amanda ask if Mr. Murad had any thoughts on giving any proceeds to support the town. Mr. Murad response No

CM James implies that the license that was documented does not state grocery but only tobacco products.

CM Ford Ask did he have a plan aka proposal for the stores.

CM Ford inquired did he not know what the stipulations were when establishing a business in the town of Capitol Heights and ask Ms. Dezirae about having this conversation with Mr. Murad. Ms. Dezirae stated she did have several meetings with Mr. Murad for a lengthy period including emails also letting him know what should not be happening in his business located in the town of Capitol Heights.

TA Habada asked should a vote be held this night or to or should it be taken under consideration and vote on another time understanding that Mr. Murad is anxious to open the store.

CM Ford ask Ms. Montgomery was his document in order? Ms. Dezirae stated on paper, everything looks great. She concluded all documents had been examined and every document asked for has been submitted. However, Ms. Dezirae believes there should be a walk through after the store is establish and ready to open.

Chief Morgan Stated he has concerns about the store being open 24 hr. and the specific products that will be sold. He offered his expertise to sit down and map out a safety plan.

Mayor Monroe Implored TA Habada to put the motion on the floor.

Council Member Ford move to hold the vote and have a discussion after receiving Mr. Murad business plan MPT Williams second CM Anita Anderson add an amendment to require Mr. Murad to meet with Chief Morgan to go over a risk assessment and CM Ford accepted the amendment.

Roll Call Vote of Motion:

- | | |
|-----------------------|-----|
| • CM Amanda Anderson | No |
| • CM Anita Anderson | Yes |
| • CM Latonya Chew | Yes |
| • CM Faith Ford | Yes |
| • CM Victor James | Yes |
| • MPT Ronald Williams | Yes |

Motion carried – Yes votes have it

- CM Amanda Anderson Yes
- CM Anita Anderson Yes
- CM Latonya Chew Yes
- CM Faith Ford Yes
- CM Victor James Yes
- MPT Ronald Williams Yes

Motion carried – Yes votes have it

CM Ford set a Friendly Amendment to move staff members immediately and set a space in Community center, CM Anita Anderson accepted the Amendment.

b) Social Group Formation and Approved process:

Mayor Monroe stated this discussion is not consider Legislation, however open floor to CM Amanda Anderson and CM Anita Anderson.

CM Amanda stated she is in favor of starting an event committee that will include Council Members, staff members, and residents to be involved in and work together to make sure the town is recognizing Holidays, Celebrations, and other special events that comes in the calendar yearly, so it's already planned and in preparation.

CM Anita stated that Staff member Kenneth already has start proposing great ideas for Black History month.

CM Chew requested that when there is a planned proposed for these events, please inform all council members because they too could also have ideas.

CM Amanda asked if all was in favor to start the process with a Planning Group.

CM Ford put a motion on the floor to have CM Amanda and CM Anita to lead on the behalf of Mayor and Council the town events. CM James second

Roll Call Vote on Motion:

- CM Amanda Anderson Yes
- CM Anita Anderson Yes
- CM Latonya Chew Yes
- CM Faith Ford Yes
- CM Victor James Yes
- MPT Ronald Williams Yes

Motion carried – Yes votes have it

c) Vehicle take home policy – CM Chew inquired about the policy in place for taking home vehicles for non-police staff. TA Habada stated that there is one for the police staff but there is not one in the personnel handbook, therefore, it needs to be drafted.

CM Chew inquired about a timeline for this to be implemented in the personnel handbook? TA Habada Drafted by the end of the day of February 2023. (Revisit)

d) Ethic Commission Protocol – CM Chew inquired about the process for the ethic commission because there was a CM involved in some decision makings and that all Council Members are complying when it comes to Ethic Commissions. TA Habada Stated that the Town Attorney met with the Ethic Commission 2x to outline the process and she ask M&C if she should summons the town attorney to come to the next meeting which is February 13, 2023. Mayor and Council response Yes. (Revisit)

XII. Pursuit of Large Grants for Infrastructure, Capital projects – Mayor Monroe Presents

Needs a Grant writer to fix up the town and the town needs to be forceful to get bond money and investor to offer big funds to build own market. TA Habada states there are many projects that need to be completed.

The Town should pursuit MDCH for the public safety complex and Green Street project and present that the town is ready and ask for 35 million to get the project rolling.

XIII. Staff Reports – Trash collection bid TA Habada presents – 5 bidders 3pm on Monday January 30 will be the last day to bid.

CM Chew request for a Mid-Year budget review and have another meeting before March but in the meantime, hold out on spending until then.

MAYOR & COUNCIL
PUBLIC SESSION MEETING MINUTES
IN-PERSON MEETING @ 7PM
TYPE DATE HERE: January 23, 2023

Meeting Purpose:		
Date: 01-23-23		Room: Council Chambers
Chair: Mayor Linda Monroe		Scribe: Town Clerk Yvette Kidd

- I. Call to Order:** – Mayor Monroe called the meeting to order @ 7:01pm
- II. Roll Call:**
Present: Mayor Linda Monroe, Council Member Latonya Chew, Amanda Anderson, Faith Ford, Anita Anderson, MPT Ronald William, Victor L. James, Sr. Arrived @ 7:06 pm
Absent: None
Staff: Beverly Habada, Town Administrator, Yvette Kidd, Town Clerk, Minerva Phillips, Finance Clerk, Jayden Ford, Admin. Support, Dezirae Montgomery, Property Standard Admin., Chief of Police, Darryl Morgan
Residence and guest: Jonathan Mitchum, David Weeks, Michael Jones, Abdul Rahimi, Eshaan Murad
- III. Non-denominational prayer** - Moment of silent prayer – All
- IV. Pledge of Allegiance** – All
- V. Reading meeting of the Rules** – TA Habada
- VI. Approval of the Public Session Agenda** – Motioned by Council Member Chew and seconded by Mayor Pro-Tem Williams. CM Chew to add date of Budget Review, Staff Reports and Closed Session to discuss the annual evaluation of the Town Administrator. The motion carried and was unanimously approved by the Town Council.

Roll Call Vote:

- | | | |
|----------------------|-----|------------------------------------|
| • CM Amanda Anderson | Yes | |
| • CM Anita Anderson | Yes | |
| • CM Chew | Yes | |
| • CM Ford | Yes | |
| • MPT Williams | Yes | Motion carried – yes votes have it |

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Roll Call Vote of Motion:

- | | |
|-----------------------|-----|
| • CM Amanda Anderson | No |
| • CM Anita Anderson | Yes |
| • CM Latonya Chew | Yes |
| • CM Faith Ford | Yes |
| • CM Victor James | Yes |
| • MPT Ronald Williams | Yes |

Motion carried – Yes votes have it

- CM Amanda Anderson Yes
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Roll Call Vote on Motion:

- CM Amanda Anderson Yes
- CM Anita Anderson Yes
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- CM Victor James Yes
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CM Chew request for a Mid-Year budget review and have another meeting before March but in the meantime, hold out on spending until then.

3/27/23

30



February 24, 2023

MEMO

TO : Mayor and Council

FROM : Beverly Habada, Town Administrator *BH*

SUBJECT : 6003 Old Central Avenue Business License Request by Mr. Eshaan Murad

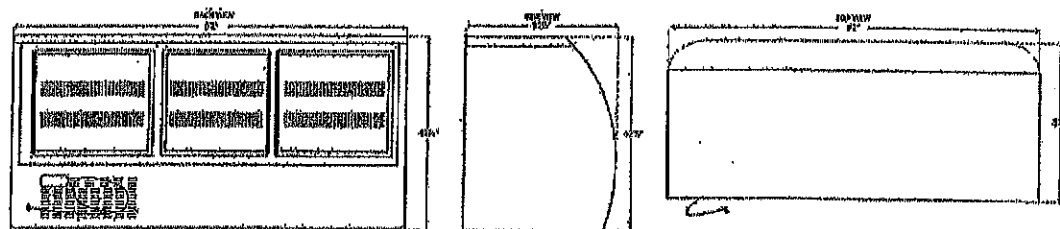
In effort to expand his initial business plan, Mr. Eshaan Murad submitted the attached information that encompass his plans to purchase a Hot Dog Roller Grill, a Curved Glass Refrigerated Deli Case, a Conveyor Toaster, and a Glass Lid Display Freezer to offer residents and customers produce, in line with feedback and suggestions received from Mayor & Council. Attached are printed copies of the equipment Mr. Eshaan Murad has provided.

*Motion on floor
by cm Ford second
cm James
Presented 2/27/23
Denied*

Plan View



Avantco Refrigeration



Notes & Details

Attractively present your fresh cheese, meat, and other refrigerated deli items with the Avantco DLC82-HC-B 82" black curved glass refrigerated deli case! With a smooth, curved glass design, this contemporary case keeps contents sanitary while beautifully displaying them on nine epoxy-coated shelves. Crisp, internal LED lighting provides superior visibility for your products. Having a deli case is sure to boost your impulse sales, because customers can clearly see the products you're offering behind the strong, damage-resistant glass front. A durable black coated steel exterior combines with the painted aluminum and 304 stainless steel interior for long-lasting durability.

For optimal temperature retention, this deli case features foamed-in-place polyurethane insulation that protects the integrity of your refrigerated goods. A 4/5 hp compressor keeps the unit operating at temperatures between 33-40 degrees Fahrenheit, while circulating R290 refrigerant. This specialized refrigerant has an ozone depletion potential (ODP) of 0 and a global warming potential (GWP) of 3, making it an environmentally-responsible choice for your business. The digital temperature controller ensures quick temperature readability, and for convenience, the unit has an auto defrost function. A 115V electrical connection is required for operation.

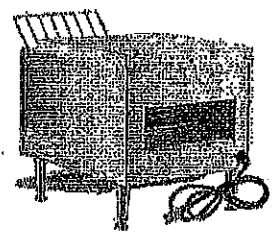
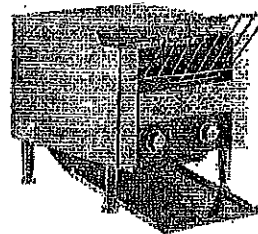
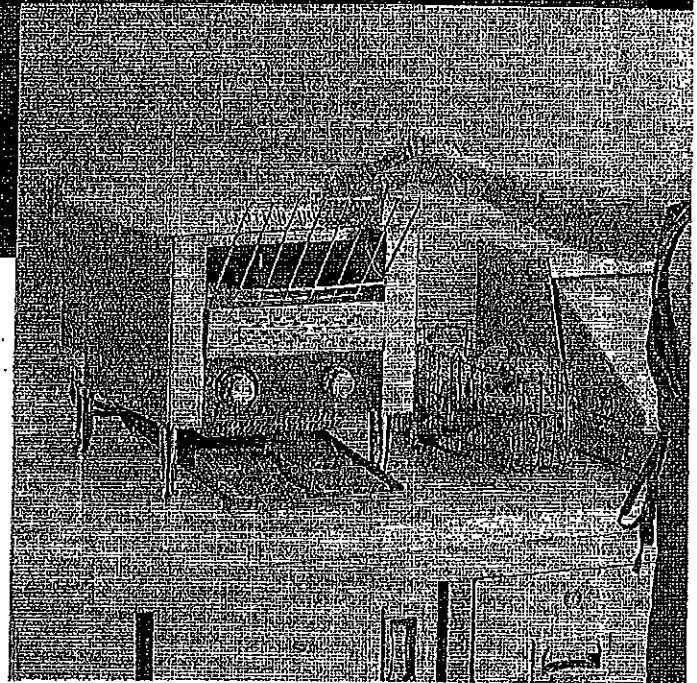
⚠️ WARNING: This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.p65warnings.ca.gov

AvaToast T140 Commercial 10" Wide Conveyor Toaster with 3" Opening - 120V, 1750W (Formerly Avantco T140) - 300 Slices per Hour

Item # 184T140

Technical Data

Width	14 1/2 inches
Depth	17 inches
Height	16 1/2 inches
Conveyor Width	10 inches
Depth (With pass-through)	30 inches
Feeder Opening Height	3 inches
Amps	14.6 Amps
Hertz	60 Hertz
Phase	1-Phase
Voltage	120 Volts
Wattage	1750 Watts
Control Type	Infinite
Feeder	Pass-through
Heating Source	Radiant
Installation Type	Countertop
Plug Type	NEMA 5-15P
Power Type	Electric
Slices Per Hour	300 Slices
Style	Horizontal
Temperature Settings	Adjustable
Type	Conveyor Toaster
Usage	Standard Volume



Features

- Toasts up to 300 slices of bread or bagels per hour; fits two slices side-by-side on 10" wide belt
- 3" opening for a variety of breads, bagels, and muffins; front product guide helps load food safely
- Fully adjustable conveyor speed and 4-setting heat control to achieve the perfect toast
- Standby mode reduces power for slow-periods while reducing preheat time at high-service periods
- 120V, 1750W

Certifications



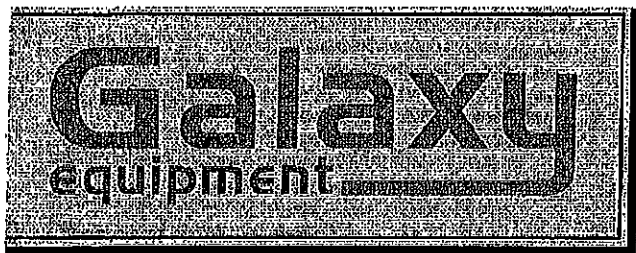
5-15P



ETL Sanitation



ETL US



Item #177ICFC13HC

04/2020

Glass Lid Display Freezer ICF Series

Features:

- 10.9 cu. ft. of frozen storage space
- Curved glass lid for product visibility
- 4 coated-wire baskets for organized storage
- Foamed-in-place polyurethane insulation
- Manual temperature controls hold at -13 - 0 °F
- Environmentally-friendly R290 refrigerant
- White powder-coated steel exterior
- Embossed aluminum interior
- Drain plug on back of unit
- (4) 2" casters simplify mobility and maintenance
- 1/3 hp compressor

Cabinet Construction:

Sturdy design features white powder-coated steel exterior and embossed aluminum interior.

Foamed-in-place CFC- and HCFC-free polyurethane insulation enhances the structural integrity of the cabinet and promotes energy efficiency.

Glass lid provides constant product visibility to reduce energy loss from repeatedly opening the unit.

Refrigeration System:

Environmentally-safe R290 refrigerant. Rear-mounted condensing unit positioned for easy maintenance.

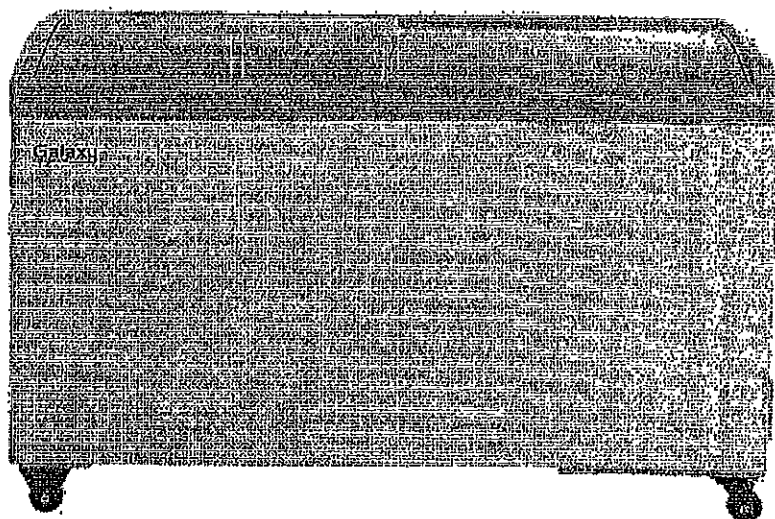
Baskets:

4 coated-wire baskets included to organize products.

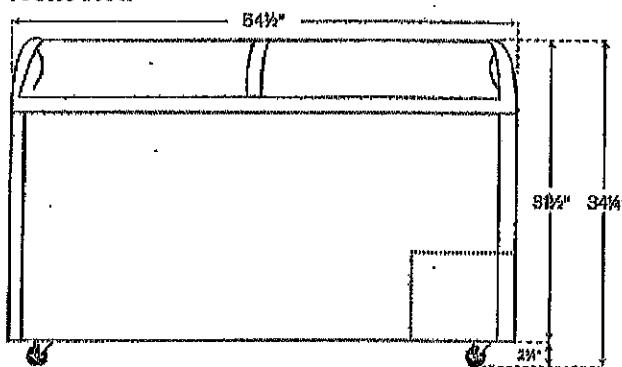
Model Features:

2" diameter casters provide mobility for easy cleaning and service.

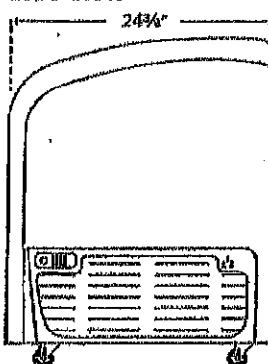
Drain plug located on backside of unit.



Front View



Side View



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PROJECT: _____
MODEL: _____
ITEM #: _____ QUANTITY: _____
APPROVAL: _____ DATE: _____



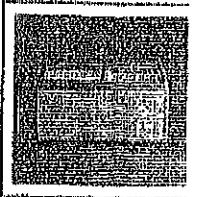
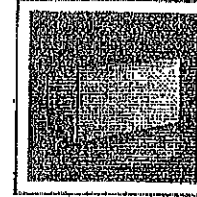
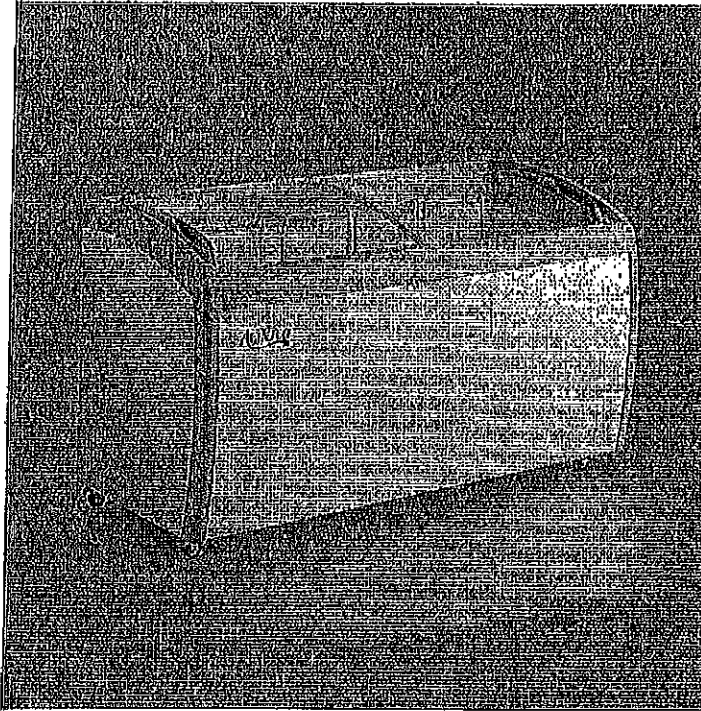
Avantco Refrigeration

Item #: 360DFC16HCL Project: _____

Qty: _____ Date: _____ Approval: _____

Avantco DFC16-HCL 60" Curved Top Display Ice Cream Freezer

Item #360DFC16HCL



Technical Data

Width	60 1/4 inches
Depth	28 1/8 inches
Height	64 1/2 inches
Interior Width	54 3/8 inches
Interior Depth	23 1/8 inches
Interior Height	26 1/8 inches
Amps	4 Amps
Hertz	60 Hertz
Phase	1 Phase
Voltage	115 Volts
Drum Capacity	5
Cabinet Type	Merchandising
Capacity	11.65 cu ft
Color	White
Compressor Location	Bottom Mounted
Door Style	Sliding
Door Type	Glass
Horsepower	1/2 HP
Height	Curved
Number of Doors	2 Doors
Plug Type	NEMA 5-15P
Refrigerant Type	R-290
Shape	Rectangle
Temperature Range	-8 to -4 Degrees F
BTU	1365 BTU
Type	Freezers
Usage	Ice Cream

Features

- Durable white powder coated steel exterior with painted steel interior
- Curved locking glass lids let you see interior contents while securing them from theft
- Comes with 5 freezer baskets for efficient organization
- Bright, cool LED lighting shows off ice cream, frozen treats, and novelties
- Eco-friendly R-290 refrigerant; 115V, 1/2 hp

Certifications



ETLUS



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ETL Sanitation

Item #: 177HDC48

Project: _____

Qty: _____

Date: _____

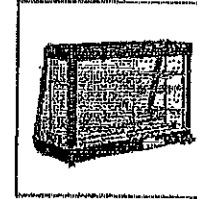
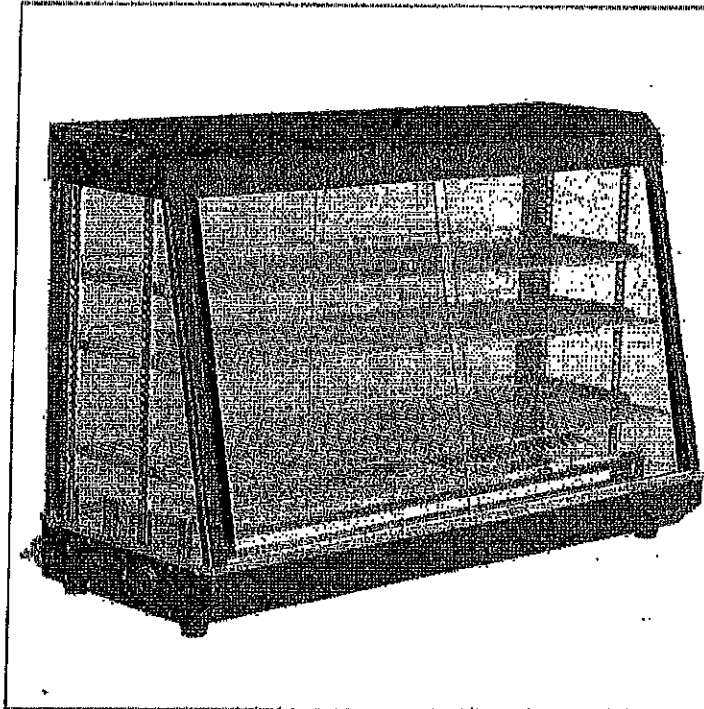
Approval: _____



Avantco HDC-48 48" Self/Full Service 3 Shelf Countertop Heated Display Case with Sliding Doors - 120V, 1500W

Item #177HDC48

Avantco Equipment



Technical Data

Width	48 Inches
Depth	19 Inches
Height	32 Inches
Amps	13.6 Amps
Frequency	60 Hertz
Phase	1 Phase
Voltage	120 Volts
Wattage	1500 Watts
Color	Black
Control Type	Thermostatic
Installation Type	Countertop
Material	Stainless Steel
Number of Services	2
Number of Shelves	3 Shelves
Power Type	NEMA 5-15P
Power Type	Electric
Service Type	Full Service
Shelf Style	Horizontal
Temperature Range	85 - 185 Degrees
Temperature Settings	Adjustable
Warming Rack Surface Area	1762 Square Inches

Features

- Front and rear sliding doors for convenient self service and easy refilling by staff
- Thermostatic temperature controls adjust from 85 to 185 degrees Fahrenheit
- Fast pre-heat time; reaches 120 degrees Fahrenheit in 10 minutes
- Durable stainless steel body and racks with a sleek black finish
- Independent light switch; 2 interior lamps to illuminate wrapped food

Certifications



5-15P



CE Listed



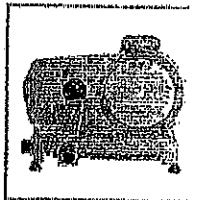
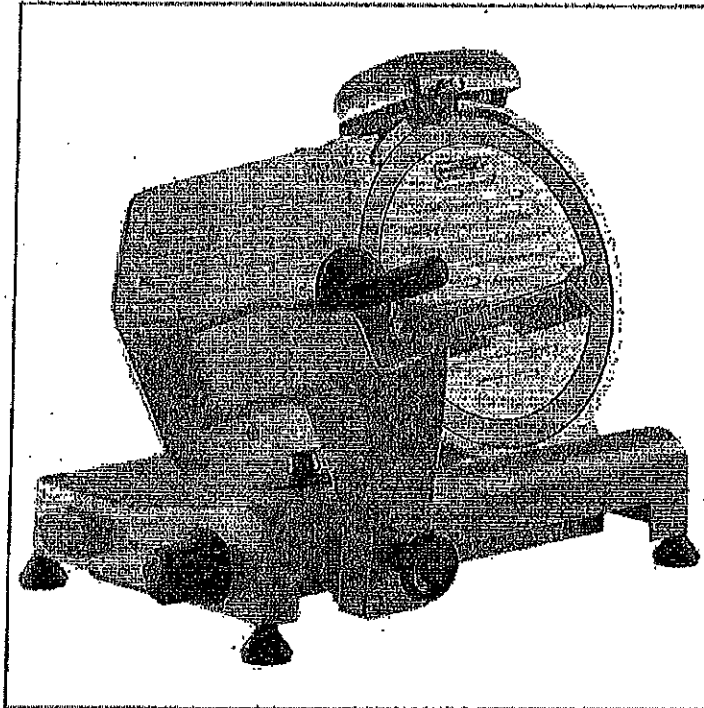
ETL Sanitation

Item #: 177SL910 Project: _____
 Qty: _____ Date: _____ Approval: _____



Avantco SL310 10" Manual Gravity Feed Meat Slicer - 1/4 hp

Item #177SL910



Technical Data

Width	17 inches
Depth	21 inches
Height	18 inches
Maximum Product Width	8 inches
Maximum Product Height	6 1/2 inches
Amps	2.67 Amps
Hertz	60 Hertz
Phase	1 Phase
Voltage	120 Volts
Wattage	320 Watts
Blade Size	9 inches
Horsepower	1/4 HP
Installation Type	Countertop
Operation	Manual
Plug Type	NEMA 5-15P
Power Type	Electric
Slicer Type	Mid Tray
Slices Cheese	Cannot Slice Cheese

Features

- Razor sharp 10" stainless steel blade cuts slices up to 1/2" thick; rated for 3-4 hours of use daily
- Easy to use built-in sharpener ensures your blade stays like new
- Adjustable thickness knob allows for precise slicing down to 1/16"
- High quality aluminum construction with a 8"x8" product tray
- Manual feed carriage glides smoothly for easy operation and is removable for cleaning

Certifications



Avantco Equipment